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CASE NO. 02-CP-26-3359

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4. The Plaintiff and the Plaintiff Class entered into Customer Service Agreements with SunCom for cellular phone service. Pursuant to the provisions of the Agreement, SunCom was to provide service to the Plaintiff for the initial term of twelve (12) months. More than twelve (12) months after the initial date of the Agreement, the Plaintiff terminated her service. Thereafter SunCom charged the Plaintiff a \$200.00 early termination fee or early cancellation fee, in breach of the Agreement.

5. The agreements do not allow for an early termination fee after the initial term.

6. The Edwards contract contains the following sentence: "My service plan has a 12 month service contract and if terminated prior to the end of that term I will be charged a cancellation fee of \$200 to my account." (Emphasis Added). A copy of the contract is attached hereto.

7. The Edwards contract also contains the following sentences: "If you select a service plan, feature or promotion with a fixed term, you may terminate this Agreement within 3 business days after your activation date. If you terminate more than 3 business days after your activation date, but before the end of your fixed term or we terminate following your default, you will be in material breach of this Agreement. You agree our damages will be difficult or impossible to determine and agree to pay us a reasonable estimate of our damages and in addition to all other amounts owing, a cancellation fee in an amount not to exceed \$200 for each number (The actual amount is reflected in the service plan or feature or promotional materials)."

8. The contract also states that it "...will be governed by laws of the state in which you reside."

9. The Defendant drafted the agreements.

10. The Defendant had a superior bargaining advantage with the drafting of the agreements; the standard agreements are contracts of adhesion.

11. Plaintiff and Plaintiff Class are informed and believe that such charge is a breach of SunCom's agreements with the Plaintiff and Plaintiff Class.

12. SunCom's early termination fee provisions contained in its agreements entered into with South Carolina persons from 1999 to present do not materially differ.

13. In the event the Court finds the agreements to be ambiguous, any ambiguity should be construed against the drafter, SunCom.

14. The Class is so numerous that joinder is impracticable as more than 5,000 South Carolina persons who are members of the Class defined in Paragraph 19 have been

charged an early termination fee since January, 2000.

15. ~~There are questions of law or fact common to the Class, including, but not~~ limited to, whether the Defendant overcharged the Plaintiff and Plaintiff Class, overstated their balances with early termination fees, charged unearned interest or late fees thereon, or collected any of the same.

16. The claims of the named Plaintiff are typical of the claims of the class.

17. The representative party will fairly and adequately protect the interests of the class.

18. The amount in controversy for each class member exceeds \$100.00.

19. The Class is defined as (1) all persons whose address on the SunCom Customer Service Agreement specifies a South Carolina address, (2) who were charged early termination fees upon terminating service after the initial term of their Customer Service Agreement, (3) but excluding any entities of the U. S. Government, including, but not limited to, the Armed Forces and the U.S. Post Office, and (4) excluding any person who was charged more than \$20,000 in cancellation fees since January 1, 1999.

AS A FIRST CAUSE OF ACTION

(Breach of Contract)

20. Not inconsistent herewith, Plaintiff and the Plaintiff Class incorporate each and every paragraph above as if repeated verbatim herein.

21. Plaintiff and the Plaintiff Class have all entered into agreements with the Defendant.

22. The Defendant breached the agreements by charging the Plaintiff and Plaintiff Class early termination fees and/or collecting the same when it knew, or should have known, none were due.

23. As for collecting the early termination fees, the same was done by SunCom: (1) with fraudulent intent as it knew the same was not due or (2) was done under mistake. As

for the Plaintiff and Plaintiff Class members making payment of the early termination fees,
~~the same was done either by mistake or involuntarily, under duress or coercion, pursuant to~~
Defendant's wrongful demand for the same.

24. The Plaintiff and Plaintiff Class have suffered damages as a consequent or proximate result of the breach and are entitled to the same, interest plus costs.

AS A SECOND CAUSE OF ACTION

(Money Had and Received/Quantum Meruit)

25. Not inconsistent herewith and/or in the alternative, Plaintiff and the Plaintiff Class incorporate each and every paragraph above as if repeated verbatim herein.

26. Defendant has obtained something of value to which Defendant is not entitled; Plaintiff and Plaintiff Class have conferred a benefit, money, upon the Defendant.

27. The Defendant has realized the benefit of the wrongfully collected amounts.

28. The retention by Defendant of these benefits is inequitable. The Defendant should not retain these benefits without paying the value of the same to Plaintiff and Plaintiff Class.

29. Restitution to the Plaintiff and to the Plaintiff Class of the improperly collected termination fees is necessary for the prevention of unjust enrichment to the Defendant.

30. Defendant has obtained the Plaintiff's property without a right to do so, and, hence, restitution should be compelled.

31. Defendant either knew the early termination fee was not owed but intended to collect it anyway, or should have known that the same was not owed.

32. The circumstances are such that equitably the Defendant should respectively restore to Plaintiff and each member of Plaintiff Class what it has received. Those

circumstances include the Defendant's unclean hands of exacting payments which it knew, or should have known, were not due and that Defendant should not benefit from such exaction to the detriment of thousands of South Carolina consumers.

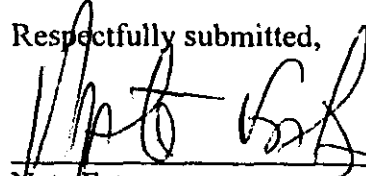
33. Defendant's conduct gives rise to a cause of action for restitution of money had and received and/or quantum meruit.

34. Defendant is obligated to Plaintiff and to each class member respectively for such restitution/quantum meruit.

WHEREFORE, as duly set forth in the Claims above, Plaintiff and the Plaintiff Class pray for the following relief:

- a) An Order certifying the Class;
- b) Restitution/quantum meruit and damages, with interest thereon;
- c) Costs; and
- d) A jury trial.

Respectfully submitted,



Nate Fata
NATE FATA, P.A.
Attorney for Plaintiff
P. O. Box 16620
1500 US Hwy. 17 North
The Courtyard, Suite 215
Surfside Beach, SC 29587
Tel. (843) 238-2676
Fax (843) 238-0240

Surfside Beach, SC
May 25, 2004

APPENDIX B.
SunCom Service Contract

WOLFRIS

[illegible]

GENERAL TERMS AND CONDITIONS FOR WIRELESS SERVICE

This is an agreement ("Agreement") for wireless telecommunications services and related services and/or features ("Service") between you and SunCom @ which is licensed to provide Service in the area associated with your assigned telephone, data and/or messaging number(s) ("Number"). The term "Phone" means wireless receiving and transmitting equipment which we have authorized to be programmed with the Number and any accessories. IF YOU USE THE PHONE, YOU CONSENT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICE OR PHONE AND NOTIFY US IMMEDIATELY TO CANCEL SERVICE.

1. SERVICE

a. Term: Early Cancellation Fee. The term of this Agreement depends on the service plan, feature or promotion you select and is described in a separate SunCom Service Plan ("Service Plan") or feature or promotional materials which are incorporated as part of this Agreement. The term of this Agreement for each Number begins on the date we activate Service for that Number. IF YOU SELECT A SERVICE PLAN, FEATURE OR PROMOTION WHICH REQUIRES A FIXED TERM OF MORE THAN ONE MONTH (SUCH AS A ONE-YEAR PLAN), YOU AGREE TO PURCHASE THE SERVICE FOR THE FULL TERM. After the fixed term expires, this Agreement will continue from year to year until terminated by either party with up to 60 days advanced notice, as specified in your Service Plan. IF YOU SELECT A SERVICE PLAN, FEATURE OR PROMOTION WITH A FIXED TERM, YOU MAY TERMINATE THIS AGREEMENT WITHIN 3 BUSINESS DAYS AFTER YOUR ACTIVATION DATE. IF YOU TERMINATE MORE THAN 3 BUSINESS DAYS AFTER YOUR ACTIVATION DATE, BUT BEFORE THE END OF YOUR FIXED TERM, OR WE TERMINATE FOLLOWING YOUR DEFAULT, YOU WILL BE IN MATERIAL BREACH OF THIS AGREEMENT. YOU AGREE OUR DAMAGES WILL BE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND AGREE TO PAY US, AS A REASONABLE ESTIMATE OF OUR DAMAGES AND IN ADDITION TO ALL OTHER AMOUNTS OWING, A CANCELLATION FEE IN AN AMOUNT NOT TO EXCEED \$200 FOR EACH NUMBER (THE ACTUAL AMOUNT IS REFLECTED IN THE SERVICE PLAN OR FEATURE OR PROMOTIONAL MATERIALS).

b. Service Rates. Your Service Plan rates and other charges and conditions for each Number or Phone are described in your Service Plan and Welcome Kit each of which is in reference, a part of this Agreement. If you lose your eligibility for a particular Service Plan, we may change your Service Plan upon prior notice to you. If you misrepresent your eligibility for any Service Plan (including you or any Authorized Users' principal place of business or primary residence) SunCom may terminate your service immediately and/or charge you the additional amount you would have been charged under the most favorable Service Plan for which you are eligible. If you select a Service Plan with included airtime, unused included airtime from one billing cycle will not carry over to the following billing cycle.

c. Availability/Interference. Service is available in your Phone when it is within the operating range of our system and may be available outside of that area in other participating carrier areas. Service is subject to transmission limitation or interruption and interruptions resulting from any nonpayment of charges by you.

d. Use of Service/Phone/Number. You agree not to use the Phone or Service for any unlawful or abusive purpose or in any way which damages our property or interferes with or disrupts our system or other users. You will comply with all laws while using the Service and you will not transmit any communication which would violate any laws, court order, or regulation, or would likely be offensive to the recipient. You are responsible for all content transmitted through your Phone. Resale of Service is prohibited without prior written contractual arrangements with us and any required regulatory approvals. You are responsible for ensuring that your Phone is compatible with our Service and meets federal standards. You have no ownership rights to the Number and agree we may change your Number by giving you notice. Your Phone may contain pre-installed software, necessary to use Service. By using Service, you agree to abide by the terms and conditions of any applicable software license.

e. Unauthorized Usage. You may not program the Number into any telecommunications equipment other than the Phone or change the electronic serial number (ESN) or the Equipment Identifier (EID) of the Phone. If your Phone is stolen or Service is fraudulently used, you must immediately notify us. We have the right to interrupt or restrict Service in your Number, without notice to you, if we suspect fraudulent or abusive activity. You agree to cooperate with us in any fraud investigation and in use any fraud prevention measures we prescribe. Failure to provide reasonable cooperation will result in your liability for all fraudulent usage.

2. CHARGES/PAYMENT/DEFAULT

a. Generally. You are responsible for paying all charges to your account, including but not limited to airtime, access, subscription, features, data usage, roaming, long distance, and directory and operator assistance charges, the price of Phones and accessories, shipping/handling fees and any taxes or surcharges imposed on you or on us as a result of your use of the Service or the purchase of goods. You may receive a separate bill for your long distance charges. We reserve the right to deliver some or all of your long distance calls to a long distance provider of our choice. For all incoming and outgoing Service, the length of your call will be measured beginning when you press "SEND" (Send) or "Yes" key and ending the earlier of when you press "End" or "No" key or our system terminates your call. If an incoming call has been forwarded to another phone number, you will be charged for the full duration of the call as measured by our switch. Airtime usage on each call is billed in full minute increments, with partial minutes rounded up to the next full minute. For calls within your home (local) area, you will not be charged for busy or unconnected calls, if you press "End" or "No" within a reasonable time. If you use your Phone as a pager, you will be charged for messages as described on your Service Plan.

b. Billing and Payment. We will provide your bill in a format we choose, which may change from time to time. Payment of all charges is due upon receipt of invoice. Billing cycle and dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and proration. If you have authorized payment by credit card, no additional notice or consent will be required for billings to that credit card or account.

c. Late Payments/Default. Time is of the essence for payment. Therefore, you agree to pay us a late payment fee of 1.5% for amounts unpaid 20 days after the date of the invoice in the amount set forth in your Service Plan. Acceptance of late or partial payment (even if marked "Paid in Full") shall not waive any of our rights to collect the full amount due under this Agreement. We will assess an additional fee of \$25.00 for any check returned for nonpayment. Notice of any disputes must be in writing and received by us at our address within 30 days after receipt of invoice or you will waive any objection.

d. Default/Termination. If you fail to pay any amount owed to us or an affiliate of ours within 20 days after the date of invoice, or if you have in the past failed to pay amounts due us or an affiliate of ours, or if you breach any representation to us or fail to perform any promises you made in this Agreement, or if you are subject to or are proceeding under the United States Bankruptcy Code or similar laws, you will be in default and we may suspend Service and/or terminate this Agreement. In addition to all other remedies available to us, we may require reactivation charges to renew Service after termination or suspension. Upon termination, you are responsible for paying all amounts and charges owing under this Agreement, including any applicable cancellation fee. You agree to pay all costs including reasonable attorneys fees, and expenses we incur in enforcing this Agreement through any appeal.

e. Deposits/Service Limits/Credit Reports/Return of Balances. You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our checking and reporting personal and/or business payment and credit history. We may require a deposit or set a service limit to establish or maintain Service. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your bill or delay payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We may require you to increase your deposit at any time to reflect your estimated monthly charges based on actual usage or our reevaluation of your ability to pay. You may request that we re-evaluate your deposit on an annual basis, which may result in a partial or total refund to you or credit to your account. If you default on this Agreement or terminate, we may without notice to you, apply any deposit towards payment of charges due. After approximately 30 days following termination of this Agreement, any remaining deposit or other credit balance in excess of \$10 will be returned without interest to you at your last known address. You agree any amounts under \$10 or amounts which are undeliverable to you will become our property.

f. Service Restrictions. If Service Limit Monitoring is offered and chosen, you agree to the rules governing that feature, including any limits of the amount Service to be charged to your account. We will notify you of any limits that we may impose. If such limits are placed on your account, you may be required to pay for Service with a valid major credit card. YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD FOR SERVICE WHEN YOUR LIMIT HAS BEEN REACHED. THIS PRACTICE MAY RESULT IN YOUR CREDIT CARD BEING CHARGED MORE THAN ONE TIME IN A MONTH. If your credit card is invalid or payment is not made by the issuer of your credit card company at the time that a charge is attempted, you will not be able to use the Service until your account is paid in full. We may change the rules governing this feature, or may stop offering this feature any time upon notice to you.

3. CHANGES TO THIS AGREEMENT

We may change or modify this agreement, including the Service Plan and Welcome Kit upon notice. If you do not agree with the change, you may terminate the Agreement by giving us written notice within 20 days of the date we mail our notice, and you will not be charged any early cancellation fee. If you use the Service more than 20 days after we mail notice of a change, you agree to that change. You may change Service features or Service Plans by notifying us and paying our standard charges, including any applicable early cancellation fees, and by complying with any other of our requirements to accomplish the change. The change will take effect by your next billing cycle. If you transfer to a Service Plan having a term which is shorter than your previous Service Plan, you may remain obligated for the term of the previous Service Plan. If we allow you to suspend your account for a temporary period, we may extend the term of your Agreement by the length of the temporary suspension.

4. LIMITATIONS

a. Limitation of Liability. WE ARE NOT LIABLE FOR ACTS OR OMISSIONS OF ANOTHER SERVICE PROVIDER, FOR INFORMATION PROVIDED THROUGH YOUR PHONE, EQUIPMENT FAILURE OR MALFUNCTION, OR CAUSES BEYOND OUR REASONABLE CONTROL. WE ARE NOT LIABLE FOR SERVICE OUTAGES OF 24 HOURS OR LESS. OUR LIABILITY FOR ANY FAILURE OR MISTAKE SHALL, IN NO EVENT EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD. WE ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS. WE ARE NOT LIABLE FOR (I) INJURIES TO PERSONS OR PROPERTY ARISING FROM USE OF THE SERVICE, THE PHONE OR ANY EQUIPMENT USED IN CONNECTION WITH THE PHONE UNLESS CAUSED BY OUR SOLE NEGLIGENCE, OR (II) THE INSTALLATION OR REPAIR OF THE PHONE BY ANY PARTIES WHO ARE NOT OUR EMPLOYEES. WE ARE NOT LIABLE FOR ANY ACT ASSOCIATED WITH THE PRIOR EXERCISE OF RIGHTS UNDER THE PRIVACY AND/OR UNAUTHORIZED USAGE PROVISIONS OF THIS AGREEMENT. WE ARE NOT LIABLE FOR DISCLOSURE OF ANY INFORMATION THAT CONCERNS YOUR ACCOUNT AS REQUIRED BY LAW. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

b. Indemnification. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD US, OUR AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT OR YOUR PROMISES OR STATEMENTS MADE IN IT AND YOUR USE OF THE PHONE OR SERVICE UNLESS DUE TO OUR SOLE NEGLIGENCE. AMONG OTHER THINGS YOU MUST PAY ALL CHARGES OF ANY LONG DISTANCE COMPANY WHICH CARRIES YOUR CALLS EVEN IF WE CONNECT YOUR CALL TO A LONG DISTANCE COMPANY OTHER THAN THE ONE YOU REQUEST. YOU ALSO AGREE TO PAY OUR REASONABLE ATTORNEY'S AND EXPERT WITNESS FEES AND COSTS INCURRED IN ENFORCING THIS AGREEMENT THROUGH ANY APPEAL. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

c. Long Distance Indemnification. You must pay any charges incurred by your use of service of any long distance provider, even if we connect your account to a long distance provider other than the one you requested. Other than correcting your long distance connection, after notification, we will have no liability for this error.

d. No Warranties. WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICE OR THE PHONE AND DISCLAIM ANY IMPLIED WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. WE ARE NOT THE MANUFACTURER OF THE PHONE AND ANY STATEMENT REGARDING IT SHOULD NOT BE INTERPRETED AS A WARRANTY. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

5. MISCELLANEOUS

a. Privacy. We are not liable for any lack of privacy you may experience regarding the Service. You authorize our monitoring and recording of calls to us concerning your account or the Service and consent to our use of automatic dialing equipment to contact you. We have the right to intercept and disclose any transmissions over our facilities in order to protect our rights or property.

b. Assignment. We may assign all or part of this Agreement without such assignment being considered a change to the Agreement, and without notice to you. We are then released from all liability. You may not assign this Agreement without our prior written consent.

c. Notices. Written notices to you shall be effective 3 days following the date deposited in the U.S. Mail addressed as kept in our files. You are responsible for notifying us of any changes in your address. Written notice to us shall be effective when directed to our Customer Care Department and received at our address. Your notice must specify your account number or Service number. Oral notices shall be deemed effective on the date reflected in our records. We will not give you notice of any subpoenas or court orders related to your account or use of Service unless required by law.

d. Entire Agreement. This Agreement represents the entire agreement between you and us, which may only be amended as described in this Agreement. This Agreement supersedes any inconsistent or additional promises made to you by any of our representatives, agents or dealers, if any part of this Agreement is found invalid, the balance of this Agreement remains enforceable.

e. Governing Laws. This Agreement is subject to applicable federal laws, federal or state tariffs, if any, and will be governed by laws of the state in which you reside. Where our Service terms and conditions are regulated by a state agency or the FCC, the regulations are available for your inspection. If there is any inconsistency between this Agreement and those regulations, this Agreement shall be deemed amended as necessary to conform to such regulations.

f. Other SunCom Services. You may have received special promotions or discounts on other services offered by SunCom in connection with the purchase of certain wireless services. These promotions or discounts may terminate upon termination of this Agreement.

g. Equipment Insurance. If you subscribe to SINSURE insurance, you acknowledge that the equipment listed here is in your possession and in good working order, you have received, read and understood the terms and conditions under which the insurance is offered as outlined in the insurance brochure. Accessory coverage can only be purchased in conjunction with the equipment coverage. Customer acknowledges that insurance protection is offered by The Signal, that SunCom acts as a billing agent for The Signal and that any claims regarding the insurance or its administrator shall be directed to The Signal.

APPENDIX C.
Order of the South Carolina Court

COPY

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE NO. 02-CP-26-3539
)	
Debra Edwards, individually and as)	
class representative for all those)	
similarly situated,)	
)	
Plaintiff,	)	SUPPLEMENTAL ORDER
	)	REQUIRING DEFENDANT TO
	)	FILE PETITION FOR DECLARATORY
vs.	)	RULING AT THE FEDERAL
	)	COMMUNICATIONS COMMISSION
SunCom, a member of the AT&T	)	AND STAYING CASE UNTIL SUCH
wireless network, d/b/a Triton PCS	)	RULING IS ISSUED
Operating Company, LLC,)	
Defendant.)	
)	

WHEREAS this case involves a challenge to an early termination fee charged to a cellular telephone customer and a purported class; and

WHEREAS the Court's jurisdiction may depend on whether the early termination fee at issue in this case is or is not a "rate[] charged" within the meaning of 47 U.S.C. § 332(c)(3)(A), which section federally preempts state regulation of such a "rate[] charged";

WHEREAS there exists an administrative procedure at the Federal Communications Commission ("FCC") that enables a party to petition the FCC seeking a declaratory ruling as to whether the early termination fee in question is or is not a such a "rate[] charged," and thus, whether the Court has jurisdiction over this matter; and

After consideration of the above, and the Court being otherwise fully advised, it is therefore

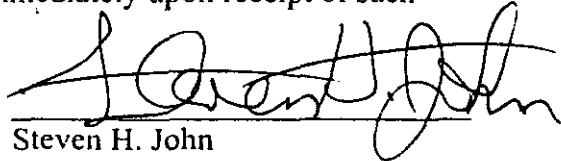
ORDERED that Defendant within 30 days of the date of this Order invoke the aforementioned procedure by preparing and filing a Petition for Declaratory Ruling at the FCC pursuant to 47 C.F.R. § 1.2, seeking a determination of whether the early termination fee in the

[Handwritten signature]

instant case is or is not a "rate[] charged" within the meaning of 47 U.S.C. § 332(c)(3)(A). It is further

ORDERED that this case be stayed until a final ruling has been rendered by the FCC on the Petition for the Declaratory Ruling on whether the early termination fee at issue in this case is such a "rate[] charged"; and it is further

ORDERED that the parties shall notify the Court immediately upon receipt of such ruling.



Steven H. John
Resident Judge
Fifteenth Judicial Circuit

January 18, 2005
Conway, S.C.

APPENDIX D.
List of Declaratory Rulings Sought

APPENDIX D. List of Declaratory Rulings Sought

Plaintiffs request that the following component issues be addressed in setting forth the Commission's view of the matter:

Thus plaintiffs request that the following component issues be addressed in setting forth the Commission's view of the matter:

[1] that consumers' state-law contract claims are not barred by the Communications Act, by preemption or by any other doctrine interpreting or applying federal law, where they relate to imposition of early-termination fees by cellular telephone service providers after the contract period in which such fees were applicable.

[2] that consumers' state-law unjust enrichment claims are not barred by the Communications Act, by preemption or by any other doctrine interpreting or applying federal law, where they relate to imposition of early-termination fees by cellular telephone service providers after the contract period in which such fees were applicable.

[3] that an early-termination fee which would never be imposed if a cellular telephone customer remained a customer of SunCom in perpetuity is not part of the "rate" for such service.

[4] that an early-termination fee set forth in a service contract between a cellular telephone provider and a customer, in an amount which is not affected by the customer's usage of telephone services, by the minutes of service, or by the monthly charges for such usage, is not a part of the "rate" for cellular telephone service.

[5] that an early-termination fee, which is not listed on monthly statements to the cellular telephone customers as a charge, is not part of the "rate" for such service.

[6] that Plaintiffs have not challenged in the pending state litigation, either directly or indirectly, the reasonableness of the rate charged by SunCom for cellular telephone service, and plaintiffs do not seek to benefit from a different rate.

[7] that Plaintiffs' contract and unjust enrichment claims do not seek to change the applicable amount charged by SunCom nor do these claims seek to change the service obligations of SunCom under its rates.

[8] that even if the early termination fee were deemed a "rate" for telephone service, the plaintiffs' state law contract and unjust enrichment claims are not barred by federal law because

plaintiffs have not challenged the reasonableness of the amount of the early-termination fee, and because a private action concerning billing and collection practices or imposition of charges inconsistent with the applicable contract provisions concerning early termination fees, if such a cancellation fee were a "rate" under the contract, is not foreclosed by statute or other doctrine.

[9] that the provisions of 47 U.S.C. § 414 prescribing that nothing in the Communications Act shall "in anyway abridge or alter the remedies now existing at common law or by statute," and assuring that "the provisions of this Act are in addition to such remedies" require that state law claims relating to early-termination fee provisions in cellular telephone service contracts are not precluded.